IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

SANOFI-AVENTIS U.S. LLC, SANOFI-AVENTIS, DEBIOPHARM S.A., Plaintiffs, v. MUSTAFA NEVZAT İLAÇ SANAYII A.Ş. (a.k.a. MN PHARMACEUTICALS), PAR PHARMACEUTICAL COMPANIES, INC., PAR PHARMACEUTICAL, INC. Defendants.	Civil Action Nos. 3:07-cv-03143-JAP-JJH; 3:08-cv-00263-JAP-DEA (No. 3:07-cv-02762 - consolidated)

FINDINGS OF FACT AND CONSENT JUDGMENT AND ORDER

The Court, upon the consent and request of Plaintiffs Sanofi-Aventis, Sanofi-Aventis U.S. LLC, and Debiopharm S.A. (collectively, "Sanofi-Aventis," "Debiopharm," or "Plaintiffs") and Defendants Mustafa Nevzat İlaç Sanayii A.Ş. (a.k.a. MN Pharmaceuticals), Par Pharmaceutical Companies, Inc., and Par Pharmaceutical, Inc. (hereinafter, collectively, "MN and Par"), hereby issues the following Consent Judgment and Order:

FINDINGS OF FACT

1. Plaintiffs, MN and Par have agreed that this Court has personal jurisdiction over Sanofi-Aventis, Debiopharm, and MN and Par. Venue is proper in this Court as to Sanofi-Aventis, Debiopharm, and MN and Par.

2. Plaintiffs, MN and Par have agreed that each of the defenses and counterclaims set forth in its Answers and Counterclaims in each of the above-captioned matters, including the allegations and averments contained therein, should be dismissed, with prejudice.

3. Plaintiffs, MN and Par have agreed that with applicability exclusive to the products defined by ANDA No. 78-816, that the '874 Patent and '988 Patent are valid and enforceable, and that absent a license from Plaintiffs, the manufacture, use or sale of products made pursuant to ANDA No. 78-816 would infringe the '874 Patent and '988 Patent.

4. MN and Par have agreed to a permanent injunction precluding MN and Par from manufacturing, using, selling, or importing a generic version of Eloxatin® without permission from Plaintiffs pursuant to the Settlement Agreement and its Exhibits, prior to the expiration of the patents in suit. And for clarity, Plaintiffs, MN and Par have entered into a License Agreement in connection with the Settlement Agreement, granting such permission, and nothing in this Findings of Fact and Consent Judgment and Order shall prevent MN and/or Par from obtaining FDA approval of ANDA No. 78-816 or making, using, offering for sale, selling or importing generic versions of Eloxatin® as permitted in the License Agreement.

CONSENT JUDGMENT AND ORDER

Accordingly, pursuant to the above Findings of Fact, and upon the consent and request of Sanofi-Aventis, Debiopharm, and MN and Par, **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

1. Each of MN and Par's defenses and counterclaims with respect to the '874 Patent and the '988 Patent are hereby dismissed, with prejudice.

2. With applicability exclusive to the products defined by ANDA No. 78-816, that the '874 Patent and '988 Patent are valid and enforceable, and that absent a license from Plaintiffs, the manufacture, use or sale of products made pursuant to ANDA No. 78-816 would infringe the '874 Patent and the '988 Patent.

3. MN and Par, their officers, agents, servants, employees, and attorneys, and those persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, are hereby enjoined from manufacturing, using, selling within the United States, or importing into the United States, the oxaliplatin injection (5 mg/mL, 10 mL, 20 mL, and 40 mL vials) under ANDA No. 78-816 during the life of the '874 Patent and '988 Patent, including any extensions and pediatric exclusivity, absent authorization by Plaintiffs, unless all of the asserted and adjudicated claims of the '874 Patent and '988 Patent are found invalid or unenforceable by a court decision from which no appeal has been or can be taken, other than a petition for certiorari to the U.S. Supreme Court; and

4. Sanofi-Aventis, Debiopharm, and MN and Par each expressly waives any right to appeal or otherwise move for relief from these Findings of Fact and Consent Judgment and Order except as provided in the Settlement Agreement.

5. This Court retains continuing jurisdiction to adjudicate any disputes arising out of the Settlement Agreement and to enforce these Findings of Fact and Consent Judgment and Order. If the Settlement Agreement between Defendants and Plaintiffs is terminated by any party under Section 2.6 or Section 8 of that agreement, this consent judgment, including all admissions and findings of fact shall be null and void, the injuctions shall be automatically be deemed lifted, and the Parties shall be free to file motions to reinstate this litgation. In such case Defendants expressly reserve the right to relitigate any and all defenses and counterclaims previously asserted by Defendants.

6. These Findings of Fact and Consent Judgment and Order shall finally resolve this Action between Sanofi-Aventis, Debiopharm, and MN and Par. Each party shall bear its own costs and fees, including attorney fees.

7. The Clerk of the Court is directed to enter this final judgment forthwith.

SO ORDERED:

This 14th day of April, 2010

HONORABLE JOEL A. PISANO